# TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney / Development Services Director 797-1101

**PREPARED BY:** Prepared by Bruce Dell and Marjan Mazza

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAND DESIGN INNOVATIONS INCORPORATED, FOR COST RECOVERY CONSULTANT SERVICES.

**REPORT IN BRIEF:** The Town Council approved the selection committee's recommendation of qualified firms to perform cost recovery consultant services and authorized staff to negotiate agreements with those qualified firms by Resolution R-2006-331. The master agreement establishes hourly rates to be charged on any project that the Town asks the contractor to perform. As the need for services comes up, the Director of Development Services will make a selection from the four qualified firms under contract to perform the task and execute a Memorandum of Understanding. The Memorandum of Understanding will set forth a particular scope of services and will be priced by the contractor using the hourly rates established by this master contract and presented to the Town Council for approval. The initial contract is a two (2) year agreement with an option to extend the contract for an additional two (2) year period by mutual agreement of the parties. Contract extensions, if appropriate, will be submitted to the Town Council for approval.

**PREVIOUS ACTIONS:** Resolution R-2006-331 authorized staff to negotiate a contract

**CONCURRENCES:** This contract was negotiated by the Procurement Manager and the Manager of Planning and Zoning division.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: dependent on the number of projects authorized and budget availability.

Account Name: Contractual services, cost recovery account

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments: Not applicable

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Two (2) copies of master agreement, Resolution

RESOLUTION NO.	
----------------	--

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAND DESIGN INNOVATIONS INCORPORATED FOR COST RECOVERY CONSULTANT SERVICES.

WHEREAS, the Town Council previously approved the selection of certain firms to provide cost recovery consultant services by Resolution R- 2006-331; and

WHEREAS, staff members negotiated a master contract with Land Design Innovations Incorporated which establishes hourly rates to be charged for all projects; and

WHEREAS, as the need arises, Land Design Innovations Incorporated will be required to enter into a Memorandum of Understanding with the Town to Authorize the work for each described scope of services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with Land Design Innovations Incorporated for cost recovery services which is attached hereto and identified as Attachment "A".

SECTION 2. The initial term is two (2) years with an option to extend the contract for an additional two (2) year term by mutual agreement of the parties. Contract extensions, if appropriate, will be submitted to the Town Council for approval.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED	THIS	_ DAY OF	, 2007
		MAYOR/COUNCILMEMBER	
Attest:			
TOWN CLERK		_	
APPROVED THIS	DAY OF	. 2007	

# AGREEMENT BETWEEN THE TOWN OF DAVIE AND LAND DESIGN INNOVATIONS INCORPORATED FOR COST RECOVERY CONSULTANT SERVICES

THIS AGREEMENT, made and entered into the day of , 2007, by and between:

TOWN OF DAVIE, FLORIDA a municipal corporation 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as "TOWN")

Land Design Innovations Incorporated 140 North Orlando Ave., Suite 295 Winter Park, FL 32789 (hereafter referred to as "CORPORATION")

WHEREAS, the Town issued a Request for Proposal (B-07-01) for Cost Recovery Consultant Services; and

WHEREAS, the intent of the Town staff is to recommend multiple awards to the Town Council and establish a list of qualified firms; and

WHEREAS, the recommended firms will provide consultant services for projects in accordance with the scope of services outlined in RFP B-07-01; and

WHEREAS, the Town Council approved staff's recommendation by Resolution R-2006-331 and authorized the Town Administrator or his designee to negotiate contracts for such services.

NOW, THEREFORE, in consideration of the benefits provided by CORPORATION to the citizens of Davie and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

## Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

#### Section 2. TERM

2.01 This Agreement shall be effective upon the approval of the Town Council and shall terminate two (2) years from that date. However, either party may terminate this Agreement by providing a thirty (30) calendar days written notice. The TOWN shall have the option to renew this Agreement for an additional two (2) year term upon the same terms, conditions and limitations imposed hereby.

# Section 3. SCOPE OF SERVICES

- 3.01 CORPORATION acknowledges that its firm is on a list of professional firms to be considered by the Town and the applicant to provide cost recovery consultant services for projects as outlined in the Town's RFP B-07-01.
- 3.02 CORPORATION will conduct services as outlined in the TOWN'S RFP B-07-01. CORPORATION will be required to provide experienced professional service in all disciplines.
- 3.03 CORPORATION acknowledges that each applicant will be given a choice of all firms under contract with the TOWN.
  - 3.04 CORPORATION will provide pricing to the applicant in accordance with the price schedule attached hereto and identified as Exhibit "A".

## Section 4. CONSIDERATION

- 4.01 Should TOWN request services from CORPORATION, such services shall be provided in accordance with the price schedule, which is inclusive of all fees and expenses, including travel and other direct expenses. Said price schedule is attached hereto and incorporated herein as Exhibit "A". CORPORATION may submit a revised exhibit "A" for consideration by TOWN during the term of the Agreement; however, CORPORATION may only submit a revision once during any twelve month period.
- 4.02 Once the applicant and the chosen CORPORATION have agreed on the cost for the subject submittal, the applicant will pay the TOWN and the CORPORATION will begin work. The CORPORATION will submit all invoices to the TOWN. The TOWN will pay all properly submitted invoices in accordance with the Florida Prompt Payment Act.

# Section 5. DUTIES AND RESPONSIBILITIES OF TOWN

- 5.01 Timely review and comment on all work product submitted by CORPORATION and schedule all required meetings on a timely basis.
- 5.02 Other assistance as may be required by CORPORATION to complete required work authorized by TOWN.

#### Section 6. INSURANCE

- 6.01 Prior to commencing work, the CORPORATION shall provide TOWN with certified copies of all insurance policies providing coverage as required.
- 6.02 The CORPORATION shall secure and maintain, at its own expense, and keep in effect during the full period of the agreement a policy or policies of insurance, which must include

the following coverages and minimum limits of liability:

- (a) <u>Professional Liability Insurance</u> in an amount not less than \$1,000,000.00 per occurrence.
- (b) Worker's Compensation and Employer's Liability Insurance for all employees of the CORPORATION engaged in work under the Agreement in accordance with the laws of the State of Florida. The CORPORATION shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (c) <u>Comprehensive General Liability Insurance</u> with the following minimum limits of liability:

\$1.000.000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence:

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted;
- (7) Explosion, collapse, underground coverage ( X C U)
- (d) <u>Comprehensive Automobile Liability Insurance</u> for all owned, non-owned and hired automobiles and other vehicles used by the CORPORATION in the performance of the work with the following minimum limits of liability:

\$1.000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

- 6.03 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF DAVIE IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CORPORATION UNDER THE AGREEMENT. INSURANCE Companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail.
- 6.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

#### Financial Stability B+ to A+

6.05 The CORPORATION is required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

## Section 7. INDEMNIFICATION

- 7.01 <u>GENERAL INDEMNIFICATION</u>: The CONTRACTOR agrees to indemnify and hold harmless the TOWN, its officers, agents, and employees, from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising from CORPORATION'S negligence on the subject project. Nothing in this agreement shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28. Nothing in the Agreement shall be construed to benefit or grant any claim or cause of action to any third party.
- 7.02 PATENT AND COPYRIGHT INDEMNIFICATION: The CORPORATION agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement. Any and all work products produced during the term of this contract by CORPORATION shall be the sole property of the TOWN.

#### Section 8. TERMINATION AND DEFAULT

8.01 In the event CORPORATION shall default in any of the terms, obligations, restrictions or conditions of the Proposal documents, TOWN shall give written notice by certified mail, return receipt requested to CORPORATION of default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CORPORATION has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of TOWN, TOWN shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CORPORATION shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

8.02 TOWN shall have the right to terminate the Agreement, without cause, by giving written notice to CORPORATION of such termination and specifying the effective date thereof, at least ten (10) calendar days prior to the effective date of termination. Should the TOWN terminate pursuant to this section 8.02, CORPORATION shall be entitled to prompt payment for all work completed through the date that the CORPORATION receives notice. CORPORATION shall not provide any services after receipt of notice of termination from the TOWN.

#### Section 9. RECORDS AND AUDIT

9.01 TOWN reserves the right to audit the records of CORPORATION relating to this project at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by TOWN. If required by TOWN, CORPORATION shall agree to submit to an audit by an independent certified public accountant selected by TOWN. CORPORATION shall allow TOWN to inspect, examine and review the records of CORPORATION at any and all times during normal business hours during the term of this Agreement.

# Section 10. INDEPENDENT CONTRACTOR

10.01 It is understood and agreed that CORPORATION is and shall remain an independent contractor with respect to the services being performed by CORPORATION pursuant to this Agreement and shall not, for any purpose, be deemed an employee of TOWN.

# Section 11. CONFLICT OF INTEREST

- 11.01 CORPORATION covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with TOWN. CORPORATION further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CORPORATION or its employees, must be disclosed in writing to TOWN.
- 11.02 CORPORATION is aware of the conflict of interest laws of Broward County and the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agrees that it will fully comply in all respects with the terms of said laws.
- 11.03 CORPORATION warrants that it has not employed or retained any person employed by TOWN to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by TOWN any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of his privilege.

# Section 12. ASSIGNMENT

12.01 This is a personal services Agreement whereby TOWN has expressly retained CORPORATION. This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the TOWN which consent can be arbitrarily withheld.

# Section 13. COMPLIANCE WITH LAWS

13.01 CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Town of Davie and of any other public authority which may be applicable to this Agreement.

## Section 14. VENUE

14.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellant attorney's fees, interest and taxable costs.

#### Section 15. GOVERNING LAW

15.01 The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida.

## Section 16. INSOLVENCY

16.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

#### Section 17. ENTIRE AGREEMENT

17.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties, whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

# Section 18. SEVERABILITY

18.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in Conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

# Section 19. NOTICES

19.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

TOWN:

Development Services Director Town of Davie 6591 Orange Drive Davie, Florida 33314

CORPORATION:

Tracy Crowe Land Design Innovations Incorporated 140 North Orlando Ave., Suite 295 Winter Park, FL 32789 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

	Witness:
LAND DESIGN INNOVATIONS; Contractor  BY TRACY L. KROWS, JICP	BOUNIE A. BECKETT
TRINCIPAL Title	Date: <u>January 11, 2007</u>
	OWNER
Town of Davie, a Florida Municipal Corporation	ATTEST:
Russell Muniz Town Clerk (Seal)	Tom Truex Mayor
Gary Shimun Town Administrator	APPROVED AS TO FORM AN CORRECTNESS:
DATE:	Town Attorney Town of Davie
Co	ouncil Approved:

R er Insurance Agency cout Place, Suite 101 , FL 32751 -4825 Land Design Innovations, Inc 140 North Orlando Avenue Suite 295 Winter Park FL 32789  AGES DICIES OF INSURANCE LISTED BEL EQUIREMENT, TERM OR CONDITION ERTAIN. THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN MAY	OW HAVE BEEN ISSUED TO THE N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	INSURERS INSURER A: Z INSURER B: A INSURER C: C INSURER D: INSURER E: INSURER E:	ND CONFERS N THIS CERTIFICA HE COVERAGE A  AFFORDING COVI  urich Insurance Co  ssociated Industrie		ND, EXTEND OR	
cout Place, Suite 101 , FL 32751 -4825 - Land Design Innovations, Inc. 140 North Orlando Avenue Suite 295 - Winter Park FL 32789  AGES DICIES OF INSURANCE LISTED BELECUIREMENT, TERM OR CONDITION ENTRY TERM OR CONDITION ENTRY TERM OR CONDITION ENTRY TERM OR CONDITION ENTRY TO THE SHOWN MAY TYPE OF INSURANCE	OW HAVE BEEN ISSUED TO THE N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	INSURERS INSURER A: Z INSURER B: A INSURER C: C INSURER D: INSURER E: INSURER E:	ND CONFERS N THIS CERTIFICA HE COVERAGE A  AFFORDING COVI  urich Insurance Co  ssociated Industrie	O RIGHTS UPON TA ATE DOES NOT AME! AFFORDED BY THE P ERAGE mpany	HE CERTIFICATE ND, EXTEND OR OLICIES BELOW	
FL 32751  L4825  Land Design Innovations, Inc. 140 North Orlando Avenue Suite 295 Winter Park FL 32789  AGES  DICIES OF INSURANCE LISTED BEL EQUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN MAY TYPE OF INSURANCE	OW HAVE BEEN ISSUED TO THE N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	INSURER A: Z INSURER A: Z INSURER B: A INSURER C: C INSURER D: INSURER E:	HE COVERAGE A  AFFORDING COVI  urich Insurance Cor  ssociated Industrie	ERAGE	OLICIES BELOW	
FL 32751  L4825  Land Design Innovations, Inc. 140 North Orlando Avenue Suite 295 Winter Park FL 32789  AGES  DICIES OF INSURANCE LISTED BEL EQUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN MAY TYPE OF INSURANCE	OW HAVE BEEN ISSUED TO THE N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	INSURERS INSURER B: A INSURER C: C INSURER C: INSURER E:	AFFORDING COVI urich Insurance Co ssociated Industrie	ERAGE mpany		
Land Design Innovations, Inc. 140 North Orlando Avenue Suite 295 Winter Park FL 32789  AGES DICIES OF INSURANCE LISTED BELEOUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN MAY	OW HAVE BEEN ISSUED TO THE N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	INSURER B: A INSURER C: C INSURER D: INSURER E:	urich Insurance Co ssociated Industrie	трапу	NAIC#	
Land Design Innovations, Inc. 140 North Orlando Avenue Suite 295 Winter Park FL 32789  AGES DICIES OF INSURANCE LISTED BELEOUIREMENT, TERM OR CONDITION FRAIN, THE INSURANCE AFFORCE ES. AGGREGATE LIMITS SHOWN MAY TYPE OF INSURANCE	OW HAVE BEEN ISSUED TO THE N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	INSURER B: A INSURER C: C INSURER D: INSURER E:	urich Insurance Co ssociated Industrie	трапу		
140 North Orlando Avenue Suite 295 Winter Park FL 32789  AGES DIGIES OF INSURANCE LISTED BELEOUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDER ES. AGGREGATE LIMITS SHOWN MAY TYPE OF INSURANCE	OW HAVE BEEN ISSUED TO THE N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	INSURER B: A INSURER C: C INSURER D: INSURER E:	ssociated Industrie			
Suite 295 Winter Park FL 32789  AGES DUCIES OF INSURANCE LISTED BELEOUIREMENT, TERM OR CONDITION REPORTED BELEOUIREMENT OF CONDITION OF THE PROPERTY OF THE PR	N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	INSURER C: CINSURER D:		s misurance Company		
Winter Park FL 32789  AGES  DICIES OF INSURANCE LISTED BEI EQUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDE S. AGGREGATE LIMITS SHOWN MAY  TYPE OF INSURANCE	N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	INSURER D:	NA		1	
AGES  DLICIES OF INSURANCE LISTED BEI EQUIREMENT, TERM OR CONDITION ERTAIN. THE INSURANCE AFFORDE S. AGGREGATE LIMITS SHOWN MAY  TYPE OF INSURANCE	N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	IŅSURER E:			_	
DLICIES OF INSURANCE LISTED BEL EQUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN MAY TYPE OF INSURANCE	N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I					
DLICIES OF INSURANCE LISTED BEL EQUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN MAY TYPE OF INSURANCE	N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	INCHEED MANES				
EQUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN MAY  TYPE OF INSURANCE	N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED I	INCHEED MAKES				
TYPE OF INSURANCE		R DOCUMENT WITHEREIN IS SUBJEC	ABOVE FOR THE PO H RESPECT TO WH IT TO ALL THE TER	DLICY PERIOD INDICATED. IICH THIS CERTIFICATE N MS, EXCLUSIONS AND CO	NOTWITHSTANDING MAY BE ISSUED OF ENDITIONS OF SUCH	
	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	'S	
	. ocio. nompen	DATE (IAM/DD/YY)	DATE IMM/DD/TY	EACH OCCURRENCE	\$ 1,000,000	
X COMMERCIAL GENERAL LIABILITY	PAS 039702817	1/29/07	1/29/08	DAMAGE TO RENTED PREMISES (Fa occurence)	\$ 1,000,000	
TOO THE CENTER OF THE CENTER O	F AG 939192011	ILESIUI	1123)00			
CLAIMS MADE X OCCUR		1		MED EXP (Any one person)	s 10,000	
<u> </u>				PERSONAL & ADV INJURY	s 1,000,000	
<u> </u>				GENERAL AGGREGATE	s 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	s 2,000,000	
X POLICY PRO-		L	L			
AUTOMOBILE LIABILITY				COMPUTED ON OLF LIFT		
	PAS 039702817	1/29/07	1/29/08	COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000	
		.,=0,0,		,		
I				BODILY INJURY	\$	
<del></del>				(i di polatif)		
································				BODILY INJURY	s	
X NON-OWNED AUTOS				(Per accident)	-	
				PROPERTY DAMAGE (Per accident)	\$	
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		i		=+ +00	s	
				LUTTO COUNTY	\$	
EVCECCAMEDELLANDO				A35	s 1,000,000	
	DAR 020702047	4/20/07	4/20/00			
OCCUR CLAIMS MADE	PAS 039/0281/	1/29/07	1/29/08		\$ 1,000,000	
				Professional Liability	§ Excluded	
DEDUCTIBLE					\$	
X RETENTION \$ 0		J	]		s	
KERS COMPENSATION AND		ļ		X WC STATU- OTH-		
LOYERS' LIABILITY	2005329531	5/2/06	5/2/07		s 1,000,000	
PROPRIÉTOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?					s 1,000,000	
describe under					\$ 1,000,000	
	MOA 054000454	7/20/00	7/00/07		\$1,000,000	
essional Liability	MUA 254028451	7/28/06	1/28/07		\$2,000,000	
				Deductible	\$10,000	
ON OF OPERATIONS / LOCATIONS / VEHIC	LES / EXCLUSIONS ADDED BY ENDORS	EMENT / SPECIAL PR	OVISIONS			
ional Liability is written on a Claim	s Made basis.		· · · · · · · · · · · · · · · · · · ·			
CATE HOLDER		CANCELLAT	ION			
			_	EN POLICIES RE CANCELLEN RI	FEORE THE EXPIRATION	
Development Services Directo	or - Town of Davie		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION			
Development Services Director - Town of Davie		1	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
CEDA Organia Datus	6591 Orange Drive					
6591 Orange Drive						
-				NAMED TO THE LEFT, BUT FA Y OF ANY KIND UPON THE INS		
6591 Orange Drive Davie, FL 33314		IMPOSE NO OF	LIGATION OR LIABILITY	Y OF ANY KIND UPON THE INS		
	X POLICY PRO- AUTOMOBILE LIABILITY  ANY AUTO  X ALL OWNED AUTOS  SCHEDULED AUTOS  X HIRED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  CARAGE LIABILITY  ANY AUTO  EXCESSIMBRELLA LIABILITY  X OCCUR CLAIMS MADE  DEDUCTIBLE  X RETENTION \$ 0  KERS COMPENSATION AND LOYERS' LIABILITY  REPOPRIETORIATIVE EXECUTIVE CERMISMISE EXCLUDED?  JOHN CONTROL OF CONTRO	X POLICY SEC.  AUTOMOBILE LIABILITY  ANY AUTO  X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  ANY AUTO  EXCESSIMBRELLA LIABILITY ANY AUTO  DEDUCTIBLE X RETENTION \$ 0  KERS COMPENSATION AND LOYERS' LIABILITY CERMISMER EXCLUDED? CHARMENER EXCLUDIONS ADDED BY ENDORS  MCA 254028451  ON OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORS  LIABILITY  MCA 254028451	X POLICY PRO LOC  AUTOMOBILE LIABILITY  ANY AUTO  ALL OWNED AUTOS  SCHEDULED AUTOS  X HIRED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  ANY AUTO  EXCESS/UMBRELLA LIABILITY  ANY AUTO  EXCESS/UMBRELLA LIABILITY  X OCCUR  CLAIMS MADE  PAS 039702817  1/29/07  1/29/07  1/29/07  1/29/07  FAS 039702817  1/29/07  5/20/07  CARAGE LIABILITY  ANY AUTO  EXCESS/UMBRELLA LIABILITY  X OCCUR  CLAIMS MADE  PAS 039702817  1/29/07  1/29/07  1/29/07  MCA 254028451  7/28/06  ON OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PRO  IONAL Liability is written on a Claims Made basis.	X POLICY PECT LOC  AUTOMOBILE LIABILITY  ANY AUTO  EXCESS/UMBRELLA LIABILITY  ANY AUTO  ANY AUTO  DEDUCTIBLE  X RETENTION \$ 0  KERS COMPENSATION AND LOYERS* LIABILITY  X RETENTION \$ 0  KERS COMPENSATION AND LOYERS* LIABILITY  CERAMEMBER EXCLUDEDRY  CERAMEMBER EXCLUDEDRY	X POLICY PRO LOC  AUTOMOBILE LIABILITY ANY AUTO  AUTO ONLY - EA ACCIDENT AGGREGATE Professional Liability  AGGREGATE Professional Liability  AGGREGATE Professional Liability  AUTOSTATUS  AUTOSTATUS  AGGREGATE Professional Liability  AUTOSTATUS  AUTOSTATUS  AGGREGATE Professional Liability  AUTOSTATUS  AUTOS	

# **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

# DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)



# VICTOR O. SCHINNERER & COMPANY, INC.



January 12, 2007

Ms. Kenya Tollison Southern Insurance Underwriter P.O. Box 105609 Atlanta, GA 30348

Re: Land Design Innovations, Inc. Reference # 189486

Dear Kenya:

Thank you for your recent inquiry concerning the above captioned firm. Our records indicate there are no claims for this insured.

Please contact me if you have any questions or require additional information. We appreciate the opportunity to be of service to you.

Cordially,

Estelle L JOnes

For your convenience, you can also retrieve claims information via the Broker Launchpad on our website www. Schinnerer.com.

Please note that the insured's claim information is proprietary and confidential and had been released to you as the broker of record for the insured. Disclosure to any other party requires the insured's prior authorization.

# Exhibit A

LDL and LDS Hounly Rates					
PROPESSIONAL SERVICES 2007 FEB SCHEDULE  Land Planning, Economic Development					
Regional Principal	\$250				
Principal	\$175				
Director	\$125				
Project Manager/Senior Planner	\$100				
Transportation Director	\$150				
Transportation Engineer	\$100				
Planner III	\$85				
Planner II	\$75				
Planner I	\$70				
GIS Program Analyst	\$65				
Landscape Architecture					
Principal Landscape Architect	\$150				
Senior Landscape Architect	\$100				
Landscape Architect II	\$80				
Civil Engineering					
Principal Engineer	\$160				
Civil Engineer Director	\$140				
Senior Civil Engineer	\$100				
Project Civil Engineer	\$85				
Environmental					
Principal	\$150				
Environmental Specialist III	\$120				
Environmental Specialist II	\$80				
Environmental Specialist I	\$80				
Administrative Support					
Clerical/Word Processing	\$55				

Note: This contract will be billed hourly based upon the above hourly rates. Direct costs and travel are inclusive in the hourly rates.